

Master Services Agreement

V04.18

Agreement

This Master Services Agreement is part of an aggregate set of agreements which, combined together by reference, create one integrated contract (the "Agreement") between Decamind ("we," or "us," including "our," and "Decamind") and Client ("you," including "your," or "Client"). Each of Decamind and Client may also be referred to as a Party and collectively as the Parties.

For any Quotes, Quotations, Proposals, Statements of Work, Sales Orders, Work Order or Service Order ("SO") agreements executed by you (individually and collectively, "Engagements"), this document and all the applicable documents listed in the tables immediately below ("Included Agreements") are legally integrated as if fully set forth as one Agreement.

Upon each Engagement renewal, including automatic renewals, this Agreement will be superseded by the terms and conditions set forth in the then currently published version of the applicable Included Agreements available online as of the date on which your services are renewed (the "Renewal Terms"). If you do not agree to the Renewal Terms, you may decline to renew your services.

In some instances, this Agreement may be modified to provide additional or modified terms ("Additional Terms") which shall apply to your use of the Services. To the extent there is a conflict between this Agreement and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. You will be notified via your monthly invoice with a description of any Additional Terms and when they become effective. You agree to be bound by the Additional Terms. If you do not agree, notify us of your concerns at notice@decamind.com within thirty (30) days of the invoice date, and we will contact you to resolve your concerns.

The Aggregate Set of Agreements between Client and Decamind, the Included Agreements (All Engagements)

Master Services Agreement	https://www.decamind.com/msa
Standard Rates Agreement	https://www.decamind.com/rates

Included Agreements Integrated into Specific Engagements, as Applicable

Acceptable Use Policy Agreement (applies to Engagements which include Decamind Cloud Hosting or Connectivity Services)	https://www.decamind.com/aup
Microsoft End User License Agreement (applies to Engagements which include Decamind Cloud Hosting Services)	https://www.decamind.com/eula
Hosted VoIP Agreement (applies to Engagements which include Hosted VoIP Services)	https://www.decamind.com/hvoip
Porting Letter of Authorization	https://www.decamind.com/porting-loa

Definitions

These terms are used in this Agreement including any Included Agreements and mean as follows:

Decamind, Inc.

1656 86th street, Brooklyn, NY 11214
support@decamind.com | 1-212-500-0598
www.decamind.com

Agreement or **MSA** means this Master Service Agreement, Included Agreements as applicable, any Service Order(s), and any written modifications thereto executed by the Parties.

Client means the person or company which has signed a Service Order or accepted it online. Clients are designated by "Client," "you," or "your."

Decamind means Decamind, Inc., also referred to as "we", "our, or "us."

Decamind Service Area means a 30-mile radius from Decamind's office listed on www.decamind.com

Direct Cost means all expenses incurred by Decamind specifically in connection with performing Services, such as cables, printing, supplies, external hard drives, and any other charges incurred by Decamind on your behalf.

Emergency Replacement Fees mean any fees under \$500 to replace any component of infrastructure that Decamind deems critical to maintain uptime of your IT environment.

Monthly Recurring Fees are the recurring fees billed each month for Included Services. Monthly Recurring Fees are determined pursuant to the applicable Service Order you executed.

Service Order means any Service Order ("SO"), Proposal, Quote, Sales Order, Work Order and Statement of Work that describes any Included Services to be provided by Decamind, all of which documents may be referred to herein as Service Order.

Services means all services Decamind provides to you as set forth in an executed Service Order or otherwise.

Included Services means the specific Services (e.g. Server Management, or Microsoft Office 365 Services Management or DNS Filtering and Cloud Backup) defined in the Services Guide and specified in the Service Order you signed or accepted.

Additional Services means any Services provided other than an Included Service. Additional Services may include, but are not limited to, any work that is or becomes necessary due to: (1) your use of any third-party hardware, software, information, or materials not approved by Decamind; (2) hackers or other malicious or accidental destruction of systems or data, including destruction by your employees or representatives; (3) your performance of technical support functions or your unauthorized modification or repair of software; (4) any event beyond Decamind's or your control including, without limitation, fire, water damage, power failure, malfunction of affiliated equipment, natural disaster, building modifications, or other events of a magnitude or type for which precautions are not generally taken in the IT service provider industry; (5) your failure to follow Decamind recommendations; and (6) your failure to comply with other obligations under the Agreement, including notifying Decamind of known system malfunctions. Any service that Decamind deems necessary because of the occurrence of the foregoing events may be treated as an Additional Service regardless of whether it would otherwise be an Included Service.

Travel costs means all costs such as parking, airfare, hotel stay, rental car, and rideshare services incurred by Decamind specifically in connection with performing services on your behalf. This includes mileage and/or other travel costs billed for travel outside of Decamind's Service Area.

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Master Services Agreement

Effective Date and Enforceability

1. This Agreement is effective upon your execution of a Service Order with Decamind ("Effective Date"). You agree that the person accepting or signing a Service Order is the authorized agent of the Client identified in such Service Order, and by such execution legally binds your company/business and your employees and agents to the Agreement.
2. All Service Orders are specifically incorporated herein and made a part of this Agreement. In the event there is a conflict between a specific term and/or condition of this MSA, the applicable Included Agreements, and Service Orders, then the terms and conditions of the applicable Service Order prevail followed by the Included Agreements, then this MSA. The execution or approval of a Service Order is also a representation and warranty that you have reviewed and approved this MSA. Accordingly, you are estopped from denying the terms within this MSA once you execute or approve a Service Order.

Term

This Agreement commences on the Effective Date and will remain in effect through the last day of the last month of any current Service Order term or until terminated by either Party as set forth below.

Confidentiality

1. You and Decamind understand and agree that the terms and conditions of this Agreement and all Service Orders are confidential between you and Decamind and neither Party will disclose the terms and conditions to any person other than such Party's directors, officers, employees, accountants, or agents (collectively referred to herein as "Agents") who have a need to know such information for purposes of this Agreement. Decamind and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for their personal benefit, or divulge, disclose, or communicate in any manner any of your confidential information. Decamind and its employees, agents, and representatives will protect such information and treat it as strictly confidential. Further, from time to time, in connection with this Agreement, either Party may disclose or make available to the other Party confidential or proprietary information concerning its business, clients, products, or services (together, "Confidential Information"). Each Party agrees that (i) neither it nor its Agents will use Confidential Information belonging to the disclosing Party for any purpose other than for purpose(s) of this Agreement and (ii) it will take all reasonable precautions to ensure that neither it nor its Agents disclose the Confidential Information of the other Party to any person (other than to such Party's Agents who have a need to know such Confidential Information for purposes of this Agreement). Each Party is liable for the breach of this Confidentiality section by it or any of its respective Agents. Upon request, the receiving Party shall return, in any form whatsoever, all copies of the Confidential Information of the disclosing Party to the disclosing Party. A Party may disclose the other Party's confidential information if it is required to be disclosed by law, judicial order, administrative order, subpoena, interrogatory, discovery request, investigative demand or other legal requirement or legal process, provided, however that such disclosing Party will promptly notify the other Party (unless prohibited by law) of any such requirement or order and will cooperate with the other Party to contest any such requirement or order.
2. Confidential Information does not include any information that (i) was acquired from a source other than you or Decamind, as applicable, or their respective Agents, provided such source is not bound by a confidentiality agreement or other type of agreement with disclosing Party or otherwise prohibited from providing such information to the receiving Party; (ii) was at the time in question (whether at disclosure

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or thereafter) generally known by or available to the public through no fault of the receiving Party or any of its Agents; or (iii) was independently developed or engineered by Decamind or its employee(s), agents or representatives for you.

3. The Parties' obligations under this Confidentiality section will terminate three years after the termination or expiration of this Agreement; however, any Confidential Information that constitutes a trade secret remains subject to this Confidentiality section for so long as such information constitutes a trade secret. This provision will survive termination of this agreement.
4. The disclosing Party remains the owner of all Confidential Information and all documents of any nature that contain or are derived from Confidential Information provided by such Party, including, without limitations, all rights therein. The receiving Party has no license or rights with respect to the use of such Confidential Information other than as contemplated in this Agreement, nor is the disclosing Party restricted in providing and disclosing its Confidential Information to other sources for the same or different purposes.
5. If there is a breach of this Confidentiality section, the disclosing Party would be irreparably, continuously, and immediately harmed and could not be made whole by monetary damages. In addition to any other remedy to which it may be entitled at law or in equity, the disclosing Party is entitled to an injunction or injunctions (without the posting of any bond, without proof of actual damages and without requirement to prove irreparable harm) to prevent breaches or threatened breaches of this Confidentiality section and to compel specific performance of this Confidentiality section, and neither the receiving Party nor its agents will oppose the granting of such relief.

Billing and Payment

1. The rates and fees for any Services provided to you by Decamind under this Agreement shall be as set forth in the applicable Service Order. Changes in the Service (including changes in the volume of the Services) and changes in the rights or obligations of the Parties under this Agreement may result in adjustments to the fees if in such circumstances such change requires Decamind to perform additional work.
2. In the first quarter of each calendar year Decamind may, in our sole discretion, on a per Client basis, increase our rates, "per unit" charges, and monthly fees up to 9% as a cost adjustment.
3. Notwithstanding the foregoing, Decamind reserves the right 1) to refuse to support any IT related changes you have made or 2) to propose a change in per unit rates and fees for any specific Service on any Service Order. If you and Decamind are not able to reach agreement on the revised rates and fees within thirty (30) days of the proposal, either you or Decamind may, at the end of the thirty-day period immediately terminate the specific Service on the applicable Service Order. This termination remedy is only applicable to this paragraph. From thirty days after the proposed change until the termination date, the new proposed fees will apply. Termination of a particular Service as a result of such disagreement does not constitute a breach of this Agreement by either Party. Notwithstanding the foregoing, Decamind shall be under no obligation to support any IT related changes made by you without first consulting with Decamind about any impact such changes might have on Decamind Services and, if such changes will render Decamind unable to provide its Services, your obligations and responsibilities under this MSA and Service Orders will remain unchanged.
4. Any quoted setup and transition Services fees will be billed when you accept or sign a Service Order.
5. Decamind will invoice for and you will pay Decamind the Monthly Recurring Fees and one-time fees for Services as described in the applicable Service Order in accordance with this MSA. For Services billed

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on a flat-rate basis, Decamind will invoice you in advance for such Services and you will pay for all such Services in advance before Services are rendered. For Services billed on a metered or measured basis, Decamind will invoice you after the Service is rendered.

6. The minimum number of Monthly Recurring Fee invoices you are obligated to pay under a Service Order equals the number of months stated in the Contract Term ("Term") of the Service Order.
7. The fees for Services within any Service Order include only the items specified in the Service Order (the Included Services). You will be billed in quarter hour (.25) increments for any Additional Services at the then current hourly rate posted online at <https://www.decamind.com/rates> ("Rates").
8. Unscheduled requested Additional Services outside the Full Service Hours may be billed at 1.5 times the Rates.
9. If the original Monthly Recurring Fee set out in the Service Order is based on a "unit" quantity, you agree that the quantity of "units" affects the recurring billing amount. Therefore, the billing amount is variable based upon coverage or unit usage for any given month. Any increase in unit usage or coverage for any given month establishes a new Minimum Monthly Recurring Fee for the duration of the Service Order (and becomes the ongoing contract rate). Such additional quantities will be billed according to the rates specified in the Service Order or this MSA.
10. For time spent travelling to and from your requested location, if travel is not included in the scope of a Service Order, you will be billed at 50% of the Rates for such travel time.
11. You will be responsible for paying for all Direct Costs and any Travel Costs without any additional approvals by you.
12. You will be responsible for paying for all Emergency Replacement Fees when billed without any additional approvals by you.
13. Shipping and handling charges will be billed to you.
14. All prices are exclusive of all applicable country, provincial, state, and local governmental surcharges and fees including, but not limited to applicable telecommunication charges; and sales, use, value added, excise, privilege, franchise, and similar taxes ("Assessments").
15. You are responsible for paying all Assessments that apply to the Services. These Assessments, which will be separately stated on the invoices, may change in the future and you acknowledge and agree that you will pay them at the same time as all other charges set forth on the invoices.
16. Unless otherwise stated in the Service Order, payment for all invoices must be received by Decamind within thirty (30) days from date of invoice. Failure to pay all amounts when due and payable is a Client Default and a breach of this Agreement and Decamind may exercise any or all of our remedies under this Agreement.
17. Decamind may charge late charges of one and one-half percent (1.5%) or fifteen dollars (\$15) per month, whichever is greater, on all past due amounts. Decamind may also assess a \$50 fee for any payment transaction returned for insufficient funds or not paid when presented for payment.
18. Credit. If you have been late in paying any invoice two (2) or more times in any rolling twelve (12) month period, Decamind may, as a condition of providing new Services or continuing to provide Services, require you to tender a deposit (or to increase or renew the amount of an existing deposit). Such assurance of performance shall take the form of a deposit equal to the total of all estimated usage-based charges,

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Monthly Recurring Fees, and the outstanding Service Orders for the applicable Service(s) for up to two (2) months or such lesser amount as Decamind otherwise requires. Notwithstanding any provision in the MSA, Decamind shall not be liable to you for the payment or accrual of any interest thereon. Decamind shall be entitled to apply the deposit against any and all unpaid amounts that are past due, and shall refund to you any remaining amount still held as a deposit upon expiration or termination of the MSA, ERA or SLA. Any request for a deposit shall be honored by you within ten (10) business days of request by Decamind, and failure to remit such deposit within the foregoing period shall constitute cause for Decamind to suspend all Services upon five (5) day's written or electronic notice, in addition to any other rights and remedies Decamind may have herein or at law or equity with respect to breach.

19. Client must continue to pay all charges for Services until any disconnection upon cancellation or early termination occurs, and until such time that all Decamind-Provided Equipment has been returned to Decamind. All Cancellation Charges and Early Termination Charges are due and payable within thirty (30) days of the effective date of cancellation or termination, as applicable.
20. If any Service is suspended or terminated by Decamind because of any non-payment or other breach of the MSA by Client, no service interruption shall be deemed to have occurred. Decamind may terminate the MSA if Client does not cure the cause of a Service suspension. In such event, Client will pay all Early Termination Charges that would apply as per *Termination(4)* hereinbelow.
21. You will reimburse Decamind for all costs incurred in collecting any overdue payments and related interest, including without limitation attorneys' fees, legal costs including post-judgment collection legal fees, court costs, and collection agency fees.
22. If you dispute any portion of an invoice, you must notify Decamind in writing within thirty (30) days of Invoice Date detailing the charges in dispute and the reason for such dispute. If you do not deliver such notice within thirty (30) days of the Invoice Date, the invoice will be deemed correct and you shall have waived your rights to dispute the invoice. Your dispute as to any portion of the invoice shall not excuse your obligation to pay the undisputed portion of the invoice on time. The Parties shall negotiate in good faith to resolve any disputes within sixty (60) days following Decamind's receipt of your timely notice. Any amounts that Decamind determines to be in error shall be adjusted on the next month's invoice, or if the disputed amount has already been paid, a credit shall be posted to your account. Any disputed amounts that Decamind determines to be correct as billed shall be due and payable by you, along with any interest charges that Decamind may impose pursuant to the MSA. Upon your request Decamind shall provide you with documentation supporting its determination for the resolution of the dispute, and in the event you do not agree with Decamind's determination you may proceed with any other available remedy. You may not dispute invoice charges after ninety (90) days from the date of an invoice.
23. All of your accounts with Decamind must be current and in good standing to ensure continued delivery of Decamind Services.
24. You authorize Decamind to obtain your credit and financial information as Decamind deems appropriate and necessary to evaluate your credit worthiness.

Remediation Expenses

Decamind is not obligated to provide services necessitated by vandalism, theft, misuse, neglect, acts of third parties, fire, water, casualty, acts of God, mob violence, labor disputes, malfunction of affiliated equipment, electrical failure, accidents, unauthorized material modification of your IT environment or repair of software, or from other causes unrelated to the ordinary operation of hardware or software. Any service performed as a result of these events is deemed an Additional Service and is not subject to the Service Level Agreement and is out of scope of this Agreement.

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Telephone Call Recordings

Decamind may record your telephone calls for quality, training, and forensic purposes. By entering into Service Order agreements with Decamind, you consent to such recordings and agree that it is your responsibility to notify all members of your staff that such recordings are occurring.

Expectations of Decamind and Decamind Default

1. Decamind shall perform the Decamind Responsibilities related to any contracted Service set out in the Services Guide.
2. Decamind Services shall be performed in accordance with the Guarantee and Service Level Agreement.
3. Decamind Default
 - a. You have the right to terminate this Agreement upon a Decamind Default subject to thirty (30) days' prior written notice to Decamind.
 - b. You may, either additionally or in the alternative, elect to terminate one or more of the Services for which a Decamind Default has occurred.
4. A "Decamind Default" is deemed to have occurred upon the occurrence of a material breach by Decamind of the Guarantee and Service Level Agreement if such failure has not been remedied within thirty (30) days after you have delivered written notice to Decamind which sets forth with specificity the problems complained of and the specific remedial measures required to solve the identified problems; provided that if such failure is not capable of being cured within such thirty (30) day period with the exercise of reasonable diligence, then such cure period will be extended for an additional reasonable period of time in Decamind's sole discretion (not to exceed ninety days). Decamind then agrees to exercise reasonable diligence to cure such failure and provide you reasonable notification of the status of the remedy.

Expectations of Client and Client Default

1. You must perform the Client Responsibilities related to any contracted Service set out in the Services Guide.
2. You must pay all invoices for Services on time as set forth in this Agreement.
3. You warrant that that you have purchased a sufficient number of licenses for Decamind's use in providing Services as required by EULAs (End User License Agreements) on all servers, desktops, and laptops and if such software licenses do not exist, you are solely responsible for timely acquiring any currently needed licenses and any licenses for additional servers, desktops, and laptops that are added. You further warrant that you have not violated any licensing agreements or laws. You agree to indemnify Decamind for any installation, configuration or use of software that is not appropriately licensed and for defense of Decamind or remediation necessitated by your action or non-action. You understand and acknowledge that you are solely responsible and liable for all licensing of software you purchase or use.
4. You agree to use software/hardware in a manner as specified in the instruction manual and to abide by all EULAs and Acceptable Use Policies of the third-party vendor (such as Microsoft, Citrix, VMWare, eFolder, Adobe, Cisco products, and the like) for any third-party vendor products provided to you for the performance of the Services on the applicable Service Order.

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5. You are required to maintain appropriate backup services for your data. If Decamind informs you that your backup system is inadequate, you agree to execute within thirty (30) days of such notice an acceptable Decamind backup Service Order. Alternatively, if you forgo the acceptance of a Decamind Backup Service Order, you agree to execute a waiver releasing Decamind from any liability for any service interruption or data loss that occurs as a result of your inadequate backup services.
6. Client Default
 - a. Decamind has the right to terminate this Agreement upon a Client Default subject to thirty (30) days' prior written notice to you.
 - b. Decamind may, either additionally or in the alternative, elect to terminate one or more of the Services for which a Client Default has occurred.
7. A "Client Default" is deemed to have occurred upon the occurrence of any of the following:
 - a. Your failure to make, when due, any payment required under this Agreement;
 - b. Your material breach of the Guarantee and Service Level Agreement;
 - c. Your failure to fulfill Client Responsibilities for each contracted Service as set out in the Services Guide;
 - d. Your failure to perform the expectations specified under this Client Default section.
8. Further, Decamind may terminate this Agreement immediately in the event of the following Client Defaults:
 - a. You become bankrupt or become insolvent; or
 - b. You merge with or into, or reorganize, amalgamate, consolidate, or enter into any other transaction in which substantially all of your assets are transferred to another person or entity that fails upon request to assume in writing all of your obligations under this Agreement.
9. If you are in Client Default, in addition and without prejudice to Decamind's right to terminate as set forth above, Decamind has the right, **without giving you notice**, to suspend the performance of all or part of the Services under this Agreement for so long as such Default is continuing. You accept full responsibility for any loss, cost, and expense you may incur due to such suspension and acknowledge that the Limitations of Liability provisions set forth herein specifically apply to this situation.

Termination

1. Decamind will give you sixty (60) days' notice of intent to terminate any Service Order if it wishes to terminate Services at the end of any current Term.
2. You will give Decamind sixty (60) days' notice, but no more than ninety (90) days' notice, of your intent to terminate any Service Order if you wish to terminate Services at the end of any current Term.
3. All terminations are effective the last day of the month and no prorations or refunds will be issued.
4. If you cancel any Services ordered under this Agreement before the expiration of the Term specified on the applicable Service Order for any reason other than provided for in the Guarantee and Service Level Agreement, or if Decamind terminates this Agreement due to your default, you are liable for all past due fees and all of the following early termination charges which are due and payable at time of termination: (i) the balance attributable to payments for any software or equipment purchased for your account, as billed to you by Decamind, (ii) any third-party cancellation charges Decamind incurs for services purchased on your behalf, (iii) any time spent in order to offboard your services; (iv) 100% of the then current Minimum Monthly Recurring Fee multiplied by the number of months remaining in the current Term of the relevant Service Order.
5. Upon termination of this Agreement due to Client Default or for any other reason, Decamind will provide

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and you will pay for Offboarding Services as defined in the Services Guide. Decamind has no responsibility or liability for assisting you in transferring any services or providing any separation services or environment information until you pay all past due amounts due and owing under this Agreement and pay the agreed upon amount for Offboarding Services. If you or another provider change elements of your IT environment during the Offboarding Period, you assume responsibility for all administration, associated support, and any interruption of services related to the changes. Decamind assumes no liability to support changes initiated outside of Decamind.

6. If Client informs Decamind after it has submitted a termination notice that it wishes to retain a service ("Holdover"), Decamind may delay the termination process. Decamind has no obligation to re-activate or re-deploy services which may have already been deactivated as part of the Client's originally-scheduled termination prior to Decamind's receipt and acknowledgment of the Client's intent to Holdover services. Client will be required to immediately execute a Holdover Agreement and to remit Holdover fees in an expedited manner specified by Decamind. The Holdover fees will be equal to the Client's total last monthly service fees prior to the date of termination, plus twenty five percent (25%). Services in effect at the time of termination may not be held over individually; Holdover will apply to all still-active services as a single package. If Client fails to remit the Holdover fees when due, the Holdover Agreement will be invalidated, and all services will be terminated by close of business on the next business day following the originally specified termination date.

Equipment

1. You will arrange to grant at no cost to Decamind and its agents and contractors all reasonable access to and use of your facilities upon reasonable notice (including appropriate space, power, and environmental conditions) to the extent reasonably necessary for the installation, connection, provision, removal, and maintenance of any Decamind-provided Equipment relating to the Services. Unless otherwise defined in the Service Order, all work will be performed during normal business hours. In the event you request to have any work performed outside of normal business hours, you will incur charges for time and materials at Decamind's then-prevailing rates, and you agree to pay for such charges. Unless otherwise specified in Service Order, all Decamind-provided Equipment will be provided for the sole purpose of use in connection with the Service(s), shall remain the exclusive property of Decamind or its supplier, respectively, and shall be immediately returned to Decamind upon termination of the Service(s) to which the equipment relates. You shall be responsible for ensuring that any Decamind-provided Equipment is maintained in a secure location, and you shall be fully liable for any and all costs and charges associated with damage to or loss of Decamind-provided Equipment including, but not limited to, all costs associated with replacement equipment, facilities, and systems.
2. In the event Decamind provides and installs any equipment including but not limited to computer, network, telephone, access control, video security, audio and video equipment ("Equipment") at your location that you did not pay for, such Equipment shall at all times remain the sole property of Decamind regardless of where located or attached. You may not rearrange or move or disconnect the Equipment and are responsible for any damage to or loss of Equipment that you, your agents, end users or invitees cause. At any time, upon one day's prior notice by Decamind to you, whether oral, written, or electronic, you must provide Decamind physical access to the Equipment for maintenance and other operational issues. In the event of termination of this Agreement or a Client Default, you will make best effort to contact Decamind to schedule a recovery date at the earliest date possible and will not block or in any way hinder any attempts by Decamind to collect and or recover Equipment and, you must and shall grant access to the premises and will allow Decamind to remove the Equipment. You will not create or allow any liens or other encumbrances to be placed on any such Decamind-provided Equipment and you agree to pay Decamind the replacement value of any lost, stolen, misappropriated, seized, damaged, or unreturned Equipment.
3. If you enter into a separate rental or finance agreement (each an "Equipment Rental Agreement") relating to

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any equipment provided by Decamind (referred to herein as “Rented Equipment”), your obligations with respect to such Rented Equipment (payment or otherwise) shall be solely governed by the Equipment Rental Agreement, and any modification or termination of this Agreement or any Included Agreements shall not operate to modify or relieve you from any of your obligations under the Equipment Rental Agreement. Each Equipment Rental Agreement shall constitute a separate contract, and the terms of any such Equipment Rental Agreements are not integrated into the terms of this Agreement or any Included Agreements. Amounts owed under any Equipment Rental Agreement are not included in the charges for the Services provided under this Agreement, although such amounts may be invoiced along with the charges for the Services provided under this Agreement for your convenience.

4. You agree that Decamind, in its sole discretion, may change the location of your equipment which is located at Decamind's facility or Decamind's Data Center facilities.

Proprietary Information

You agree that the working information, processes, reports, and associated raw source data that Decamind compiles and uses to provide the Services under any Service Order (“Proprietary Information”) belong solely to Decamind. Proprietary Information includes but is not limited to the logins, virtual servers, configurations data, licensing, and service ticket history contained in Decamind's professional services automation software; the cloud environment; the software, database, and reports contained in monitoring tools; server and network logs; and recordings of calls and remote support sessions.

Third-Party Products and Warranties

HARDWARE & SOFTWARE. YOU ACKNOWLEDGE THAT DECAMIND DOES NOT MANUFACTURE HARDWARE OR SOFTWARE, OR PROVIDE POWER OR INTERNET SERVICES. ALL HARDWARE AND SOFTWARE IS PROVIDED ON AN “AS IS” BASIS EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. “Third Party Products” means any third-party hardware, services, or software. Some manufacturers’ warranties or service contract terms and conditions for Third Party Products may become void if Decamind or anyone else, other than the manufacturer or its authorized representative, provides services for or works on the hardware or software (such as providing maintenance and repair services). DECAMIND DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT DECAMIND SERVICES MAY HAVE ON THOSE WARRANTIES. Except as agreed to in writing between you and Decamind, Third Party Products are exclusively subject to terms and conditions between the Third Party and you. Decamind has no liability for Third Party Products and you must look exclusively to the Third Party for any damages or liability with respect to the provision of such Third Party Products. Except as otherwise specifically agreed to in a Service Order, you authorize Decamind (or otherwise obtain the rights for Decamind) to copy, install and modify, when necessary and as required by the Service Order, all Third Party Products, including software, to be used in the Services or to be copied or stored for subsequent re-installation of a backup system or data. You warrant to Decamind that you have obtained any licenses, consents, regulatory certifications or approvals required to give Decamind and our subcontractors or employees such rights or licenses to access, copy, distribute, use, and/or modify (including creating derivative works) or install any Third Party Products to be used in the Services, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

Assumption of Risk / Compliance

1. Decamind has no liability to you and you assume all risk for any loss or damage arising in whole or in part from or relating to: (a) use of any third-party hardware, software, information or materials not approved or recommended by Decamind; (b) viruses, hackers or other malicious or accidental destruction of systems or data, including destruction by you or your employees or representatives, although Decamind will make every

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commercially reasonable effort to proactively minimize exposure to such risks; (c) any event beyond Decamind's or your control including, without limitation, power failure, natural disaster, building modifications, or other events of a magnitude or type for which precautions are not generally taken in the IT service provider industry; and (d) your failure to perform one or more of your obligations set forth in this Agreement or any Service Order. You have full and exclusive responsibility for understanding and ensuring compliance with any regulatory, legal, or contractual obligations related to data created, generated, or held by you (including all such data held or backed up on your behalf by Decamind).

2. You acknowledge that the disclaimers in this MSA apply to any alleged damages or claims related to data loss, data corruption, breaches of your network security, breach of your access control, video security or alarm system, arising out of or occurring simultaneously with the provision of any Services by Decamind. Accordingly, you represent and warrant to Decamind that you have obtained all the necessary insurance policies that can fully reimburse you for any such data loss occurrences and that you will not suffer any unreimbursed financial damages related to the loss or damage of your data, premises or equipment.
3. In some cases, Decamind may be transporting your hardware that contains your data. Decamind is unable to obtain insurance to cover loss of data during transit of your equipment containing such data. Therefore, if Decamind moves or has equipment moved on your behalf, you represent and warrant to Decamind that you have obtained all the necessary insurance policies that can fully reimburse you for any data loss occurrences and that you will not suffer any unreimbursed financial damages related to the loss of or damage to your data.

Your Data and Network Security

1. You accept ultimate responsibility and liability for the protection and preservation of your data and computer network through the creation and supervision of a company-wide network security operational plan. Decamind is an advisor only. You acknowledge and understand that Decamind is neither a bailee nor a fiduciary of your data, and that network security is your principal and fundamental responsibility and is dependent upon the education, training, and cooperation of every one of your employees, agents, and contractors who have access to your network.
2. VIRUSES AND SPYWARE MAY NOT BE ABLE TO BE REMOVED WITHOUT DELETION OF CERTAIN FILES. DURING THE RENDITION OF SERVICES, DECAMIND WILL INFORM YOU BEFORE THE DELETION OF DATA, IF POSSIBLE. ONCE ANY DATA HAS BEEN DELETED FROM THE NETWORK AND OR SYSTEM, THE DATA MAY BE CONSIDERED COMPLETELY UNRECOVERABLE BY ANY MEANS. BACKUPS SHOULD BE STORED IN A LOCATION OTHER THAN AN ONSITE AREA BEING REPAIRED OR UPGRADED. DECAMIND CAN BACK UP DATA FOR YOU FOR AN ADDITIONAL CHARGE UNDER A SEPARATE SERVICE ORDER.
3. DECAMIND IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR ELECTRONIC DATA RESULTING FROM, ARISING OUT OF, OR RELATED IN ANY WAY TO HOW YOU BACKED UP THE ELECTRONIC DATA.
4. You acknowledge that "backing-up" data is not the same as "archiving data." Data archiving is the process of moving data that is no longer actively used to a separate data storage device for long-term retention. Data archives consist of older data that is still important and necessary for future reference, as well as data that must be retained for regulatory compliance. Data archives are indexed and have search capabilities so that files and parts of files can be easily located and retrieved. Data archives are often confused with data backups, which are copies of data. Data backups are used to restore data in case it is corrupted or destroyed. In contrast, data archives protect older information that is not needed for everyday operations but may occasionally need to be accessed. You assume complete responsibility and control for archiving your data. Decamind can provide you with a data back-up solution upon request, but until there is a signed Service Order for a Decamind maintained data back-up solution you agree that controlling and performing data back-

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up is your sole responsibility and Decamind assumes no responsibility for controlling and backing-up your data.

5. If Decamind provides data backup or management of your backup systems, Decamind will make commercially reasonable efforts to complete each backup occurring within any area owned or controlled by Decamind. Backed up data is like a snapshot of files at a specific point in time and that snapshot is retained for a period of at least seven days unless otherwise specified. A restoration from a backup will replace only the files contained in the then current retention period. For backups performed outside of Decamind Data Centers, you agree to complete all recommended and necessary steps to ensure successful data backup. Certain exceptions, including but not limited to backup exceeding time window, files open, backup client not accessible, backup system failure, or inability to restore from backup, may from time-to-time cause interruption to any backup service. Accordingly, Decamind does not warrant the validity or availability of the data that is being backed up.
6. Decamind maintains a Decamind IT Architecture for Business Optimization standard that facilitates and helps ensure the highest level of service for your IT environment. Decamind, in its discretion, maintains this curated list of IT solutions which represent the best fit for Clients that meet our target profile. Once Decamind determines that a service or a product is no longer sold, manufactured, improved, repaired, maintained, or supported by the vendor or that another product represents a better fit (End of Support), Decamind may revise the IT Architecture for Business Optimization. Decamind commits to giving you no less than 18 months' notice of its End of Support via your scheduled business review, unless a product is known to cause significant harm to your IT environment, in which case a shorter notice will be given. Accordingly, once you have been notified of the software or hardware's End of Support and the notice period has passed, Decamind has no further obligation to support such hardware or software under any current service agreement. Should you desire to have Decamind continue support of such End of Support products, Decamind may do so in our sole discretion, but for an Additional Services fee. In such a case, you hereby release Decamind from any loss, cost, or expense arising out of your continuing use of End of Support products, and Decamind shall not be liable for any damages, direct or indirect, that arise out of or are caused by the End of Support products or arise out of or are caused by Decamind's continuing service for such products.

DISCLAIMERS, WAIVERS, AND LIMITATIONS OF LIABILITY

DISCLAIMERS

DECAMIND DOES NOT WARRANT OR REPRESENT THAT THE SERVICES PROVIDED WILL CAUSE YOUR NETWORK, COMPUTER SYSTEMS (INCLUDING COMPUTER HARDWARE, COMPUTER SOFTWARE, CONNECTED AND INTEGRATED DEVICES), ACCESS CONTROL SYSTEMS, SECURITY SYSTEMS AND VIDEO SECURITY SYSTEMS TO FUNCTION WITHOUT ERROR OR INTERRUPTION. YOU ACKNOWLEDGE THAT THERE ARE INHERENT RISKS IN OPERATING A NETWORK CONNECTED TO THE INTERNET THAT COULD RESULT IN LOSS OF YOUR PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. YOU FURTHER ACKNOWLEDGE THE RISK THAT ANY MONITORING SOFTWARE OR DEVICE INSTALLED BY DECAMIND MAY NOT DETECT SYSTEM FAILURES AND FAILURE OF COVERED DEVICES UNTIL AFTER THEY OCCUR. TO THE EXTENT PERMITTED BY APPLICABLE LAW, DECAMIND DISCLAIMS ANY AND ALL WARRANTIES NOT EXPRESSLY STATED IN THIS AGREEMENT INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. YOU ARE SOLELY RESPONSIBLE FOR THE SUITABILITY OF THE SERVICES CHOSEN.

WARRANTIES

ALL WARRANTIES RELATED TO THE SERVICES ARE AS SPECIFICALLY SET FORTH IN THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE APPLICABLE SERVICE LEVEL AGREEMENT (SLA). EXCEPT AS PROVIDED HEREIN AND IN THE APPLICABLE SLA, NO OTHER WARRANTY IS EXPRESS OR IMPLIED. THEREFORE, THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE GIVEN

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IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW, OR ARISING BY REASON OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING, ANY WARRANTY RELATING TO THIRD-PARTY PRODUCTS OR THIRD-PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE SUITABILITY OR PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES, OR ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION, ADVICE, OR INFORMATION, WHETHER ORAL OR WRITTEN, YOU OBTAINED FROM DECAMIND.

LIMITATION OF DAMAGES

YOUR SOLE REMEDY FOR ANY DECAMIND BREACH OF A SERVICE ORDER OR THE AGREEMENT IS AS SET FORTH IN THE APPLICABLE SLA AND AS MAY BE ELSEWHERE EXPRESSLY DESCRIBED IN THIS AGREEMENT. DECAMIND IS NOT LIABLE FOR ANY OTHER ALLEGED BREACH OF CONTRACT DAMAGES THAT DECAMIND COULD NOT HAVE REASONABLY FORESEEN ON THE EFFECTIVE DATE. FURTHERMORE, DECAMIND IS NOT LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, EXPECTANCY, RELIANCE, OR RESTITUTIONARY DAMAGES NOR IS DECAMIND LIABLE TO YOU FOR LOST BUSINESS, LOST PROFITS DUE TO ANY ALLEGED CONTRACT BREACH, OR ANY OTHER SPECIAL DAMAGES INCLUDING BUT NOT LIMITED TO COST OF REMEDIATION OR REPAIR, REPLACEMENT OF LOST DATA, LOST DATA DAMAGES, BUSINESS INTERRUPTION DAMAGES, SUBSTITUTE VENDORS, ATTORNEYS' FEES, OR ANY OTHER OUT OF POCKET COSTS AND EXPENSES CLAIMED TO ARISE OUT OF AN ALLEGED DECAMIND CONTRACT BREACH. ALL LIMITATIONS OF LIABILITY STATED IN THE MSA ARE APPLICABLE HEREIN. NO CLAIM MAY BE ASSERTED BY EITHER PARTY AGAINST THE OTHER WITH RESPECT TO ANY EVENT, ACT, OR OMISSION THAT OCCURRED MORE THAN ONE YEAR PRIOR TO SUCH CLAIM BEING ASSERTED.

AGGREGATE LIABILITY

NOTWITHSTANDING THE FOREGOING, DECAMIND'S AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH ANY SERVICE PROVIDED UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS YOU PAID FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR SIX (6) MONTH PERIOD. YOU ACKNOWLEDGE THAT THESE LIMITATIONS APPLY EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE, THAT THEY REFLECT THE ALLOCATION OF RISK SET FORTH IN THE AGREEMENT, AND THAT DECAMIND WOULD NOT ENTER INTO THE AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY OR THE FEE FOR THE SERVICES PROVIDED BEING SUBSTANTIALLY HIGHER.

Interruption of Service: Credit

Any interruption of service that is not excused due to Force Majeure, is governed by the applicable Service Level Agreement.

Force Majeure

All of Decamind's obligations hereunder, whether express or implied, will be suspended and excused if compliance with any obligation is prevented or hindered by court order or is in conflict with Federal, State, or municipal laws, rules, regulations, or Executive Orders asserted as official by or under public authority claiming jurisdiction; because of the occurrence of an act of God, tornado, flood, hurricane, earthquake, or solar flare; by fire, loss of electrical power on an unreasonable scale that impacts a substantial and material portion of Decamind's computer network; by other cause beyond Decamind's reasonable control, including failure or fluctuations in electrical power, heat, light, air conditioning, interruptions in telecommunications or internet or acts

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of utility providers; by civil disturbance, labor disputes, terrorism, war, armed conflict; by delays you caused; by acts or omissions of third parties you hired; by cable cuts not caused by Decamind; or by supplier failure and similar events beyond the reasonable control of Decamind (all "Force Majeure"). Delivery and performance dates will be extended in Decamind's sole discretion as reasonably necessary to adequately restore services interrupted by Force Majeure. Such nonperformance shall not be a default or a ground to terminate this Agreement.

Indemnification

Each Party will indemnify, hold harmless and defend the other Party, its directors, officers, agents, employees and/or representatives from and against any and all claims, demands, causes of action, losses, damages, expenses or liabilities, penalties, proceedings, or suits, including reasonable attorneys' fees and court costs, upon either Party by reason of personal injury or death of a Party's employee, consultant or agent as a result of an intentional or negligent act or omission on the part of the indemnifying Party in connection with the performance of any obligations arising under this Agreement except to the extent such cause of action, loss, expense or liability is caused solely by the negligence or willful misconduct of the indemnified Party. If a cause of action arises from the negligence of both Parties, the relative burden of the cause of action will be attributed between the Parties under the principles of comparative negligence.

Representations and Warranties

You represent and warrant that all approvals and consents for purchasing products or performing the Services that you authorize have been obtained or will be obtained at your expense. You and Decamind represent and warrant that: (i) each is financially solvent and has the ability to perform its obligations hereunder; ii) each has the right to use any intellectual property that it provides to fulfill this Agreement and related Service Orders; (iii) each is in compliance with laws and regulations applicable to its business; and iv) each will perform all its obligations under this Agreement on time. Each Party warrants that it has full power and authority to enter into this Agreement, and all necessary legal action has been taken to authorize the individual signing this Agreement in its behalf. Further, each Party agrees that a signed facsimile or a signed electronically submitted copy of this Agreement has full force and effect.

Assignment

You may not assign, sublet, delegate, or transfer this Agreement without the prior written consent of Decamind. Decamind may assign this Agreement and any Service Orders or one or more of the individual services provided to you, at our sole discretion. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the Parties.

Employee Non-Solicitation

For the duration of this Agreement and for a period of one year following the last date of service from Decamind, neither Party (and its agents, employees, or affiliates) will, directly or indirectly, recruit, or attempt to recruit, discuss employment with, or otherwise utilize the services in any capacity of any person who is or was your employee of you or an employee or independent contractor of Decamind (each a "Party Employee") during the Term. Neither Party shall be restricted in any general solicitation for employees (including through the use of employment agencies) not specifically directed at any Party Employee, and provided further however that both Parties shall be restricted in hiring any Party Employee who responds to any such general solicitation. If either Party hires or contracts with a Party Employee in any capacity, the breaching Party agrees that it shall pay to the non-breaching Party, as liquidated damages, an amount equal to two times the total compensation earned in the previous 12 months for such Party Employee as reasonable and fair compensation for such breach. The Parties

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each acknowledge and agree that because an employee's services are unique and substitute employees are not readily available, it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by one Party if the other Party hires its employees. It is understood and agreed by the Parties that (i) a Party shall be damaged if the other hires its employee in violation of this provision, (ii) it would be impracticable or extremely difficult to determine the actual damages resulting therefrom, (iii) any sums payable as described in this provision are in the nature of liquidated damages and not a penalty, and are fair and reasonable, and (iv) these payments each represent a reasonable estimate by the Parties of the fair compensation for the losses that may reasonably be anticipated from such loss of a Party Employee, and be the sole and exclusive measure of damages with respect to any such action. Once the payment of these liquidated damages has been made, the breaching Party shall be relieved of any and all further liability or any damages of any kind resulting from its conduct in violating this covenant relating to the hiring of the other's employees.

Acceptable Use.

Client and any and all third parties obtaining access to the Services through you shall comply with Decamind's Acceptable Use Policy (the "AUP"). The current, complete AUP is located at <http://www.decamind.com/aup>. Decamind reserves the right to amend the AUP from time to time and to suspend the affected Services immediately upon a violation of the AUP. Client shall be responsible to ensure compliance on the part of its employees, its contractors, and all other third parties obtaining access to the Services through Client, and agrees to indemnify, defend, and hold harmless Decamind from any losses, damages, costs or expenses resulting from any liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action arising out of or relating to any alleged or actual violation of the AUP by you or any user or other third party obtaining access to the Service through you.

Notices

Each Party shall give any notice or other communication under this agreement in writing. Notices are effective upon receipt by the Party to which the notice is given. Notices must be given by (i) personal delivery, (ii) courier service, (iii) first-class certified mail, or (iv) email as follows:

To You:

Primary Contact from the information specified in your Information Form
or to the current information you have furnished by sending email to legal@decamind.com

To Decamind:

Decamind Inc.
1656 86TH St.
Brooklyn, NY 11214
Phone: 212-500-0598
legal@decamind.com

You must update all your contact information if any of it changes, including but not limited to the Primary Contact's full name and title, your billing contact information, current street address, phone number, and email address(es) by sending such updated information by email to support@decamind.com. Decamind is not responsible for non-delivery of any notice when it has been sent to the Primary Contact on file.

Severability

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this

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Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Governing Law

This Agreement will be construed and enforced under the laws of the State of New York. Any action or proceeding arising out of or related in any way to this Agreement may be brought only in Kings County, New York. The Parties waive any and all objections to the exercise of jurisdiction over them by such courts and to venue in such courts.

Negotiated Terms

The language, terms, conditions, and provisions of this Agreement are the result of negotiations between the Parties and this Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement or based on a Party's undertaking of an obligation under this Agreement.

Survival

The Parties' respective representations, warranties, and covenants, together with obligations of payment, non-solicitation, indemnification, confidentiality, and limitations on liability in this Agreement will survive the expiration, termination, or rescission of this Agreement and continue in full force and effect.

Headings

The headings of sections of this Agreement are for convenience of reference only and will not affect the meaning or interpretation of this Agreement in any way.

Entire Agreement

The Agreement together with all integrated documents as defined herein constitutes the entire agreement between the Parties with respect to such subject matter. The Parties acknowledge and represent that they have not relied on any written or oral previous or concurrent proposal, representation, assertion, guarantee, warranty, collateral contract, or other assurance, made by or on behalf of any other Party or any other person or entity, except for those specifically set out in this Agreement.

Miscellaneous Provisions

1. This Agreement cannot be amended, waived, or modified in whole or in part, except by written agreement of the Parties, or their respective successors or assigns.
2. The Parties to this Agreement are independent contractors and nothing in this Agreement will be construed to create a partnership, agency, or joint venture, agency, master-servant, employment, trust, or any other relationship between the Parties or any of their employees.
3. Neither Party will use the name, logo, trademark, trade name, nor other marks of the other Party without such Party's prior written consent, except that Decamind may use your name or website as a reference in our brochures, advertisements, and other promotional material unless you specifically object.

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4. A Party's failure or delay in enforcing any provision of this Agreement will not be deemed a waiver of that Party's rights with respect to that provision or any other provision of the Agreement. A Party's waiver of any of its rights under the Agreement is not a waiver of any of its other rights with respect to a prior, contemporaneous, or future occurrence, whether similar in nature or not.

Attorneys' Fees

If any litigation is necessary, the prevailing Party is entitled to recover any costs or expenses incurred, including without limitation, attorneys' fees, legal costs including legal fees for post-judgment collection, court costs, and collection agency fees.